Rules

Of

Mansions of North Park March 2021

The Rules hereinafter enumerated shall be deemed in effect until amended by the board. The words and phrases used herein shall have the same meaning as the identical words and phrases have in the Declaration, the provisions of which are incorporated herein by reference. These rules are supplemental to and do not replace the Declaration of Bylaws. Said Rules are as follows:

- 1. No owner shall allow anything whatsoever to fall from the window, porch, balcony or doors of the unit. Nor shall any Owner sweep, shake, throw or emit from the Unit any dirt or other substance upon the Property.
- 2. No rugs, clothes, sheets, blankets, laundry of any kind or any other article shall be hung from any windows, walls, or balconies. Patios and balconies shall be kept free and clear of rubbish, debris, and other unsightly materials.
- 3. Noting shall be placed on or in or projected from the doors, windows or window sills.
- 4. The Board may require the removal of any interior blinds, shades, screens, decorative panels, window or door coverings attached to or hung, or used in connection with any window or door in a Unit, in such a manner as to be visible to the outside of the building, if the same, in the sole discretion of the Board, are offensive or inappropriate in appearance.

5. Signage

- a. One sign may be displayed to the public view on a lot of the property being advertised for sale or rent. The sign may not be more than five square feet.
- b. Holiday signs may be displayed for two weeks prior to the holiday and must be removed one-week Post-Holiday. Examples include Easter, St. Patrick's Day, Halloween, Thanksgiving, and Christmas
- c. Political signs may be displayed two weeks prior to an election, and removed one week after election results are tabulated. If a political flag is being displayed a sign may not also be displayed.
- d. Indication of home security system signage is permissible.

6. Flags

- a. H.R. 42(109th): Freedom to Display the American Flag Act of 2005 guidelines will be adhered to in the Mansions of North Park Homeowners Association (HOA).
- b. State Flags may also be displayed as well as Flags of the different branches of the
- c. U. S. Military
- d. Holiday flags may be displayed for two weeks prior to the holiday and must be removed one-week Post-Holiday. Examples include Easter, St. Patrick's Day, Halloween, Thanksgiving, and Christmas
- e. Political Flags may be displayed two weeks prior to an election, and removed one week after election results are tabulated. If a political sign is being displayed a flag may not also be displayed.

- 7. Community Anti-Bullying Guidelines
 - a. The board meeting is a business meeting.
 - b. The homeowner forum is an exchange of ideas, not a gripe session.
 - c. Threats by any kind made by any member of the HOA community, personal violence, and cyberbullying via email, text, or phone messages is not acceptable behavior.
 - d. Board members while in service to the community will be automatically removed from office if the accusations of any type of violence or harassment are proven to be true upon review by an ethics committee.
 - e. The ethics committee will be established by the board consisting of current HOA members if a documentable incident should occur.
- 8. There shall be no outside storage or parking upon any Lot or Common Area of any automobile, truck, tractor, mobile home, motorcycle, boat, recreational vehicle or other transportation device of any kind. No owner or invitee shall repair or restore any vehicle of any kind upon any Lot or Common Area except for normal maintenance or emergency repairs. No vehicles at any time may be parked on the streets of the property. Further no motorcycles, motorbikes, go-carts, snowmobiles or similar motor powered vehicle may be operated on any unpaved portion of the Common Area.
- 9. Communications equipment/satellite dish installations, as provided by FCC Telecommunications Act of 1996, are permitted. The owner intending to install such equipment must notify the Board of Directors at least ten (10) days in advance of intended installation. The Board will determine location of installation of such devices and/or equipment.
- 10. Any complaint regarding the maintenance and condition of the property of the actions of the Board or its officers, agents, or independent contractors, shall be made in writing to the Board which shall have a reasonable time in which to study and act upon the complaint before any action is taken by the Owners.
- 11. Any consent or approval given by the Board under these Rules may be revoked or modified at any time by the Board.
- 12. The Board shall have, in addition to its other remedies, as defined in the Act, the right to levy fines for violations of these Rules. Any fines so levied are to be considered as an assessment against the particular Owner involved, which is due and payable with that Owner's next monthly assessment payments.
- 13. Transfer of title to a Unit shall be subject to notice of the identity or such other information as may be required by the Board.
- 14. All sums assessed by Resolutions duly adopted by the Board against any Unit for the share of common expenses chargeable to that Unit shall be a personal liability of the Owner and also a lien and charge against the Unit and the interest of the Owner of the Property.
- 15. If an owner fails to adequately maintain, repair, and replace their unit, the Association shall have the right to perform the needed work and back charge the unit owner accordingly.
- 16. No owner, resident, or guest thereof, shall interfere with a manager, contractor, or employee of the Association during the performance of their Association relation duties.
- 17. Notwithstanding bird feeders, no animals, livestock, fowl or poultry of any kind, including wild and domestic shall be raised, bred, fed or kept outside any unit, on any Lot or in Common Areas. One (1) dog and a maximum of two (2) cats will be permitted inside a unit provided they are approved by the Board as being compatible with the common interests of the community ando not present a nuisance. Dogs and cats must be registered with the Board. Dogs must possess a

gentle and controlled disposition. While outside, dogs and cats must be accomplished and leashed or carried by Owner. Owners shall be responsible for cleaning up after their pets.

- a. In the event the Board receives complaints with respect to a pet causing a nuisance or unreasonable disturbance, the Owner shall receive a warning. After the second warning, the pet shall be subject to removal from the property. Pets deemed to create a danger shall be subject to immediate removal.
- 18. Garbage shall be placed at the garage entrances to Units in suitable rigid containers no earlier than the evening prior to the scheduled weekly pickup time. Any occurrence of garbage escaping from containers, for any reason, will be the sole responsibility of the Owner.
- 19. The following are rules pertaining to the collection, and crediting of assessments:
 - a. All payments of assessments, fees, charges, liens, etc. shall be by check or money order.
 - b. The Unit owner's share of the budgeted common expenses, general operating reserves, reserves for replacement and reserves for contingencies, shall be due on a monthly basis.
 - c. Each Unit owner shall pay as their respective monthly assessment one-twelfth (1/12) of their respective share of the estimated annual budget.
 - d. All monthly installments of the annual assessment are due on or before the (1st) day of each month.
 - e. Assessments received after the fifteenth (15th) day of the month in which they are due are considered delinquent.
 - f. Upon becoming delinquent, on the sixteenth (16th) day of the month in which the assessment was due and unpaid, a 10% late charge will be assessed to the account.
 - g. A notice will be sent to the delinquent Unit Owner reminding them of the delinquent payment, and that a 10% late payment charge has been assessed to their account.
 - h. When an account becomes sixty (60) days past due, a certified letter will be sent to the delinquent Unit Owner advising them that their delinquent account must be brought current within ten (10) days or legal action will be initiated.
 - i. Upon expiration of the ten (10) day period, if the payment is not received, the Unit Owner's account will be taken to the magistrate or the association attorney for collection.
 - j. All costs associated with the collection proceedings will be added to the Unit Owner's account.
 - k. Interest at the rate of twelve (12%) percent annum shall be charged on all delinquent balances after 30 days.
 - All monies received from any Unit Owner or their representative will be credited to the
 most distant past due assessment, late payment charges, interest, collection charges, fines
 and other expenses assessed or charged to the Unit Owner in the date order in which the
 assessment was incurred. The only exception will be amounts received from magistrate or
 court actions, which will be credited in compliance with the pleading or the decision
 rendered in that action.
 - m. Any advance payments received will be credited to the nearest due future payment(s), if all requirements of paragraphs A and B above have been satisfied.
- 20. No trees, shrubbery, or plants shall be disturbed, moved or added to any Lot or any of the

Common Area grounds without the express written consent of the Board. Any landscaping and/or planting of flowers, plants, trees, or shrubbery must be approved in advance by the board. Deck planted flowers or plants shall not extend, protrude, or hang beyond or below exterior deck outline so as to disrupt visible continuity and uniformity of all units. No feed stations for domestic or wild animals, including dogs and cats, shall be permitted on the exterior of units or on the Common Areas. Bird feeders are permissible, but must be properly maintained or they are subject to removal by the Board.

- 21. None of the Units shall be used for any purposes other than for single family residential use. No professional or home business or any other business activities shall be conducted in or on any part of a Lot or Unit or any improvements thereto without the specific written approval of the Board of Directors. No use of property shall be made which adversely affects the welfare, peace, and security of neighbors. No use of any property shall be made which adversely affects any neighbor's prevailing insurance rates.
- 22. No noxious or offensive activity shall be carried on upon the Property, nor shall anything be done thereon which may become an undue annoyance or nuisance.
- 23. No alterations to original design and plan shall be permitted to any of the Common Areas. No changes, alterations, additions which shall be deemed contrary and conflicting to the original design and plan shall be made to any of the exterior of any of the Properties building/units or courtyard elements without the written approval of the Board of Directors.
- 24. No owner shall, permanently or otherwise, store anything on courtyard patios, on high decks, or on front stoop patios (high rise units) appurtenant to his/her Unit, nor shall the above be decorated, altered, changed in any way as to create an unsafe or unsightly condition. Patio furniture of any kind, refuse containers or planters routinely or permanently placed in front of garage doors under decks is prohibited.
- 25. Speed limits through the Property in excess of fifteen (15) miles per hour is prohibited.
- 26. No planters or any other objects or materials shall be placed upon, hung or attached to gas light posts and high rise wooden deck railings.
- 27. No planters, children's or infant's play or nursery equipment, including swings, shall be hung or attached in any manner to the under deck steel beams on high rise units.
- 28. There shall be no dumping or deliberate or willful disposal of trash, grass clippings, rocks, plant cuttings, or any other refuse materials on any of the Property elements or on adjacent or connecting properties.
- 29. No garage sales, flea market sales, household auctions, property auctions, or any other public sales activities will be permitted on the property.
- 30. No structure of temporary character, doghouse, trailer, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence or otherwise, either temporarily or permanently.
- 31. No swimming pools may be installed in or upon or maintained on any of the Lots.
- 32. Spotlights or any other exterior lights, other than low sidewalk illumination, are not permitted around any Unit.
 - 33. Chimineas, fire pits, open flame or charcoal grills are not permitted at any Unit or in the Common

Areas.

34. All holiday decorations are to be removed no later than two (2) weeks following the holiday. No inflatable decorations are permitted.